

ITEL

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

January 29, 1987

RECORDATION NO. 15148-B
FILED & RECORDED

FEB 9 1987 11:50 AM

INTERSTATE COMMERCE COMMISSION

No. 7-041A013

Date FEB 10 1987

Fee \$ 10.00

ICC Washington, D. C.

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 2 dated January 26, 1987, to the Lease Agreement dated October 15, 1986, between Itel Rail Corporation and Hartford and Slocomb Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. §11303(a), along with a check in the amount of \$10 covering the recordation fees.

Please record this Amendment under the Lease Agreement dated October 15, 1986, between Itel Rail Corporation and Hartford and Slocomb Railroad Company, which was filed with the ICC on December 12, 1986, and given Recordation No. 15148.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Hartford and Slocomb Railroad Company (Lessee)
P.O. Box 2243
Dothan, Alabama 36302

This Amendment adds to the Lease Agreement ten (10) 50'6", 70-ton, Plate B boxcars bearing reporting marks HS 3000-3009.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

:ps
Enclosures

cc: Ginny Hanger

ICC OFFICE OF
THE SECRETARY
FEB 10 11 43 AM '87
MOTOR OPERATING UNIT

12/22/86

RECORDATION NO. 15148-B

FEB 9 1987 11:50 AM

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement, made as of October 15, 1986, (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY ("Lessee") is made as of this 26th day of January, 1987 between Lessor and Lessee.

R E C I T A L S:

A. Lessor and Lessee are parties to the Agreement pursuant to which fifty-two (52) boxcars (the "Cars") described therein have been leased to Lessee.

B. Lessor and Lessee desire to add ten (10) Cars to the Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree to amend the Agreement as follows:

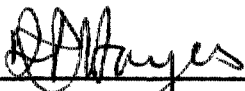
1. All terms defined in the Agreement shall have the meanings defined therein when used in the Amendment.
2. Equipment Schedule No. 2 is added to the Agreement in its entirety.
3. With respect to the Cars listed on Equipment Schedule No. 2 only, the words "fifteen (15) years" in Subsection 2.A. of the Agreement are replaced by the words "five (5) years" and the words "six (6) consecutive periods" in Subsection 2.B. of the Agreement are replaced by the words "five (5) consecutive periods".
4. With respect to the Cars listed on Equipment Schedule No. 2 only, the words "at Lessee's expense" in Subsection 3.A. of the Agreement are replaced by the words "at Lessor's expense".
5. With respect to the Cars listed on Equipment Schedule No. 2 only, a new Subsection 3.D. is added to the Agreement as follows:

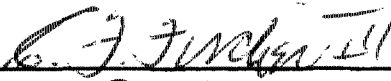
"D. Upon Lessor's request, Lessee shall, from time to time, make the Cars available for use by other railroads. Lessee shall at no time enter into an assignment agreement with respect to the Cars without receiving Lessor's prior written consent."
6. The word "days" in Subsection 7.A.(ii) of the Agreement is replaced by the word "hour" each time it appears.

7. With respect to the Cars listed on Equipment Schedule No. 2 only, the words _____ in Subsection 7.A.(iii) of the Agreement are replaced by the words _____
8. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Boxcars subject to the Agreement.
9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

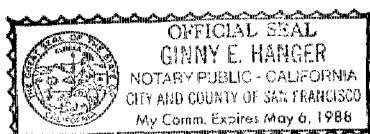
HARTFORD AND SLOCOMB
RAILROAD COMPANY

By: 
Title: President
Date: 1-26-87

By: 
Title: President
Date: 1-7-87

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 26th day of January, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF ALABAMA)
) ss:
COUNTY OF HOUSTON)

On this 7 day of January, 1987, before me personally appeared C. F. Fischer, III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean Thompson
Notary Public

EQUIPMENT SCHEDULE NO. 2

Itel Rail Corporation hereby leases the following Cars to Hartford and Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 15, 1986.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside		Doors Width	No. of Cars
				Width	Height		
XM	70 Ton, Plate B boxcar, 10" End-of- Car Cushioning	HS 3000- 3009	50'6"	9'6"	10'7"	10' Sliding	10

ITEL RAIL CORPORATION

By: *D. Mayes*

Title: *President*

Date: *1-26-87*

HARTFORD AND SLOCOMB RAILROAD COMPANY

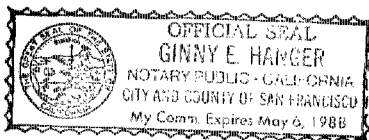
By: *C. F. Jackson III*

Title: *President*

Date: *1-7-87*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 26th day of January, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF ALABAMA)
) ss:
COUNTY OF HOUSTON)

On this 7 day of January, 1987, before me personally appeared C. F. Fischer III, , to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson
Notary Public